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ABSTRACT

This document presents amendments to the agreement between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors. Two major amendments cover salaries or awards and research funds. For the agreement, see HE 005 147. (MJM)

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THE 1973-74 FACULTY AGREEMENT

Award

The basis of calculation of the formula for the maximum student-faculty ratio allowable contained in Appendix G should be as proposed by the University.

Appendix G shall be amended as follows:

(a) the calculation which appears in the third paragraph of Appendix G shall read:

$$\frac{\text{FYES for the fiscal year}}{\text{FYES for the fiscal year} + \text{FTE supported with federal or special funding during the fiscal year}} = \text{maximum allowable ratio}$$

20.6

(b) numbered Subparagraph 5 shall be amended to read:

Full-time academic librarians shall each be counted as one FTE.

Award

The minimum salary scale shall be lifted a total of 4.7 per cent as follows:

<u>Rank</u>	<u>Level</u>	<u>Minimum Salary</u>
Instructor	1	\$ 9,794
	2	9,925
	3	10,056
	4	10,186
	5	10,323
	6	10,457
Assistant Professor	7	11,111
	11	11,208
	12	11,435
	13	11,667
	14	11,901
	15	12,139
	16	12,331
	17	12,620
Associate Professor	18	12,875
	21	13,561
	22	13,750
	23	13,939
	24	14,126
	25	14,312
	26	14,493
	27	14,680
	28	14,862

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<u>Rank</u>	<u>Level</u>	<u>Minimum Salary</u>
Professor	31	\$16,673
	32	16,907
	33	17,139
	34	17,370
	35	17,599
	36	17,826
	37	18,051
	38	18,273
	39	18,494
	40	18,713
	41	18,929

Award

A new Appendix L shall be added to the Agreement as proposed by the Association:

This letter supplements the collective bargaining agreement entered into between the Board of Directors of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973. This letter shall be effective July 1, 1973.

Librarians shall have twelve-month faculty appointments and shall work pursuant to schedules approved by the Dean of the Library. Librarians shall be entitled to observe those holidays and recesses set forth for faculty on page two of the Faculty Handbook.

There is hereby established as a part of the librarians' regular assignments a system of Professional Development Periods.

A Professional Development Period shall be no longer than the length of the semester in which it begins. In the case of a period beginning or during the spring or summer term, it shall be no longer than the length of said two terms combined. A librarian receiving a Professional Development Period, shall waive the right to any vacation time accrued at the time the leave begins for the academic year in which the leave begins.

Professional Development Leave proposals shall be considered by the University Library Council. Oakland shall grant as many Professional Development Periods as the Council finds to be based on meritorious proposal for study and research up to a maximum of six such periods per academic year. The determination of the Council as to the merit of any particular proposal shall not be grievable. All such proposals for Professional Development Periods shall be filed with the Council six months prior to the beginning of the proposed Development Period, if possible. In the case of proposals to attend institutes, courses of study, and other courses of activity which may not be announced six months prior to their beginning date, proposals shall be filed as early as is practical. It shall be within the judgment of the Library

Council as to whether or not a proposal is timely filed. All such proposals filed within the 60 days of the signing of this Agreement shall be considered.

By September 15 of each year Oakland shall inform the University Library Council of those restrictions, if any, on Professional Development Periods which it deems necessary to prevent disruption of the library operations. The Council shall abide by such restrictions in passing on proposed Professional Development Periods. Such restrictions shall not operate so as to prevent the granting of six Professional Development Periods per year, nor shall they prevent any individual librarian from being considered for a Professional Development Period for more than one consecutive year.

NEGOTIATED AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT

The Board of Trustees of Oakland University (hereinafter called "Oakland") and the Oakland University Chapter of the American Association of University Professors (hereinafter called the "Association") hereby agree to amend certain portions of the collective bargaining agreement between them entitled "Faculty Agreement 1972-73," which was signed March 13, 1973, as follows:

1. The last sub-paragraph of Article VII, Paragraph 19, shall be deleted and replaced with the following language:

This Agreement shall not be construed either to require a specific number of hours of service to the University by faculty members, nor to give faculty members the right to additional compensation based upon the number of hours of service performed for the University, except as elsewhere provided in this Agreement. It is further agreed that there shall be no fixed scheduling of the time at which faculty members shall be required to discharge their professional responsibilities provided that nothing contained in this paragraph shall be construed so as to prevent the fixed scheduling of class assignments and the fixed scheduling of other obligations as required by this Agreement.

2. Article IX, paragraph 42, shall be amended to read:

There shall be available a limited number of research leaves. Such leaves will be of two types: a full year leave and a half year leave; both such leaves will be with full pay. Application for research leaves may be made at any time in a faculty member's employment with Oakland. Research leaves will be administered by the University Research Committee, which will establish a system of applications, the refereeing of proposals for leaves, and the monitoring of leave activity. Research leaves are intended to support the accomplishment of specific scholarly or scientific projects, and they will be granted on the basis of the judgment by qualified scholars in the discipline of the applicant as to the value of the proposal and the likelihood of its completion.

In the event that the University Research Committee elects to recommend no research leave in any given year, Oakland will not be obligated to grant any research leaves.

In the event that the Committee recommends any such leaves, then Oakland will be obligated to grant at least one such leave, although Oakland shall not be obligated to grant any particular leave and a decision denying any particular leave shall not be subject to the grievance procedure established hereunder. In the event that the Committee recommends one or more such leave and Oakland determines that no leaves may be granted within the given academic year, then at least one such leave shall be granted but deferred to the subsequent academic year. Such a deferred leave shall be treated as if taken in the year for which it was approved by the University Research Committee and shall not affect Oakland's obligations with regard to leaves for any year other than the year for which said deferred leave was originally approved by the Committee.

3. Article VIII, paragraph 22, shall be amended to read:

Oakland will provide full family coverage, two-party coverage, or single subscriber coverage, whichever applies, for each faculty member employed by Oakland. Said coverage shall be under a Hospital Medical Insurance plan underwritten by the American Community Mutual Insurance Company and shall provide the coverage set forth in Group Contract No. 426, or, if not available, equivalent coverage.

4. Article VIII, paragraph 23, shall be amended to read:

Those faculty members enrolled in the Community Health Association (CHA) hospitalization and medical plan may continue to participate in said plan. Oakland will contribute towards the cost of said plan an amount equal to the cost of coverage for which a faculty member would qualify under paragraph 22, provided that said amount shall not be greater than the maximum cost of benefits available from CHA to the faculty member and his family. Any faculty member electing to discontinue his participation in CHA shall not be eligible to return to enrollment in CHA. Any faculty member enrolled in CHA shall not be eligible for benefits set forth in paragraph 22.

5. Appendix B shall be amended as follows:

Sub-paragraph (a) shall be amended to read:

(a) REGULAR ANNUAL SALARY: Excepting assistant instructors, each full-time faculty member's regular annual salary shall be the product of the University salary minimum for his current level multiplied by his assigned department-school factor, multiplied by his personal factor. Unless a faculty member otherwise elects; pursuant to Appendix ____, such compensation shall be paid in monthly installments equal to one-twelfth (1/12) of the regular annual salary.

Sub-paragraph (c) shall be amended as follows:

(c) UNIVERSITY SALARY LEVELS: The bargaining unit members in each department or school shall assign for each academic year, through its own procedures, a personal factor to each full-time faculty member (including the department chairman) in the department or school. The possible personal

factors range from 1.000 to the maximum personal factor for the rank and level. The personal factor for a faculty member at a particular rank and level may not exceed the maximum personal factor specified in Table I. The total of the salaries in a department or school must equal the total of the mid-range salaries for the rank and level of the faculty in the department or school. The mid-range salaries are calculated from the mid-range personal factors as shown in Table I. For the purpose of the calculations of this paragraph, only full-time continuing faculty are to be included.

Each individual personal factor shall be subject to the approval of Oakland. Disapproval of any personal factor shall operate to permit the recalculation of all personal factors by the department. The personal factor assigned to a faculty member is not grievable.

Initial assignments of personal factors shall be concluded each academic year within 30 days after the conclusion of negotiations pursuant to Paragraph 34 or within 30 days after an award is rendered pursuant to Paragraph 35 as the case may be. Disapproval by Oakland shall be delivered to the department chairman within ten days after receipt by Oakland of initial assignment or said disapproval shall be void.

6. Appendix D shall be amended to read as follows:

APPENDIX D

RESEARCH FUNDS

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

Oakland agrees that it will provide funds for research and research leaves by and for members of the bargaining unit totaling \$52,500.00 during each academic year. Any research leaves granted by Oakland shall be paid for from these funds, but these funds do not include any monies allocated to the Institute of Biological Sciences, or funds allocated for internal computer use.

7. Appendix F shall be amended to by adding to the last sentence the words: "except as the faculty member shall otherwise elect pursuant to Appendix ____."

8. Appendix ____ shall be added to read:

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

The parties agree that salary adjustments for the 1973-74 academic year shall take effect August 15, 1973, and shall be payable monthly beginning on August 31, 1973. Salary containing said adjustments shall be payable monthly through August 14, 1974.

A faculty member may, at his option, elect to receive his salary in nine monthly installments. Such option shall be exercised on a form provided by Oakland not later than August 15. In the case of a faculty member exercising this option, his regular annual salary shall be divided into nine installments. The first of these installments to be payable August 31, in an amount equal to $1/17$ of the faculty member's annual salary, and the remaining eight installments to be paid on the last business day of the next eight consecutive months. Each such installment shall be in an amount equal to $2/17$ of the faculty member's regular annual salary. A faculty member electing this option shall receive regular annual salary for the subsequent academic year commencing on August 31 of that year.